

Prepared by: HJA

Date: TH 10-31-02

ARMSTRONG vs CBT

Attachment #1

HARRY J. ARMSTRONG

2436 BLOOM ST.

CINCINNATI, OHIO 45214

MS. MEKESHA H. MONTGOMERY

FROST BROWN TODD LLC

2200 PNC CENTER

201 E. FIFTH STREET

CINCINNATI, OHIO 45202-4182

RE: PLAINTIFF'S PHYSICAL HEALTH
AND HEALTHCARE COVERAGE.

DEAR MS. MONTGOMERY,

I AM WRITING TO INFORM YOU
(AS REPRESENTATIVE OF YOUR CLIENT
CBT-BROADWING INC.) CONCERNING
THE ISSUE OF HEALTHCARE COVERAGE,
WHICH HAS BEEN 'UP IN THE AIR' SINCE
PLAINTIFF'S TERMINATION FROM CBT
JANUARY 2002.

ACCORDING TO THE CWA 4400, IF
I DID NOT ACCEPT CBT'S ORIGINAL
'RETIREMENT' OFFER AND PURSUED A

ARMSTRONG VS CBT

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LEGAL REMEDY, THEN HEALTHCARE COVERAGE WOULD BE FORFEITED. IF I ACCEPTED - I WOULD BE REWARDED WITH THE BENEFIT OF CONTINUING FULL COVERAGE.

SOMETIME AFTER COMMENCEMENT OF THIS LAW SUIT, I SPOKE TO YOUR PREDECESSOR, KATIE MORGAN, AND ACCORDING TO HER, THIS WAS FALSE, (AS SHE BECAME SOMEWHAT INDIGNANT WHILE INQUIRING "WHO" TOLD ME THAT) AND FURTHER STATED THAT MY HEALTHCARE COVERAGE WAS FULL AND INTACT, AND UNEFFECTED BY THE LAW SUIT.

DURING THE PAST YEAR, I HAVE BEEN EXPERIENCING MILD TO STRONG CHEST TIGHTNESS AND PAINS, INCREASING MORE RECENTLY IN FREQUENCY AND STRENGTH. I USE ORAJEL ON A SEMI-DAILY BASIS TO CONTROL TOOTHACHES, AND PAID OUT-OF-POCKET FOR AN EYE-EXAM, AND PRESSURE-DROPS, AFTER BEING

10-31-02

ARMSTRONG VS CBT

'STRONGLY' URGED TO DO SO, AFTER A PRELIMINARY EYE TEST, 'ALARMED' THE EXAMINER THAT THE 'PRESSURE' IN BOTH OF MY EYES WAS FAR TOO HIGH, AND ALARMED ME THAT IT COULD LEAD TO 'BLINDNESS'. AFTER THE SUBSEQUENT EXAM (MUCH MORE EXTENSIVE) I WAS GIVEN EYE-DROPS TO ADMINISTER DAY AND NIGHT, TO ATTEMPT TO REDUCE THE PRESSURE. I RECEIVED GOOD NEWS DURING THE FOLLOW-UP VISIT TWO OR THREE MONTHS LATER, AFTER MISSING THE FIRST FOLLOW-UP DUE ^{to} FINANCIAL RESTRAINTS.

HOWEVER, SINCE THAT TIME, EYE-STRAIN IS FREQUENT, AS ARE HEADACHES, AND GENERAL BODILY ACHES AND PAINS ARE EVER PRESENT AND OR INCREASING.

WITHOUT MEDICAL COVERAGE, I DON'T KNOW WHAT IS TO BE ATTRIBUTED TO ADVANCING AGE, AND WHAT NEEDS SERIOUS MEDICAL ATTENTION.

SO THIS IS A LONG-STANDING ISSUE THAT NEEDS A SPEEDY REPLY AND RESOLUTION.

PLEASE MARK THIS DATE, AND MAKE THIS CORRESPONDENCE A PART OF YOUR RECORD FILE, AS IT WILL BE A PART OF MINE.

MOST TRULY
Harry J. Armstrong
HARRY J. ARMSTRONG

(3)

TIMOTHY J. DEARDORFF

2190 Victory Parkway
Cincinnati, Ohio 45206
www.cincinnati.com/deardorff

ATTORNEY-AT-LAW

(513) 872-7900
Fax (513) 281-6760
tjdorff@aol.com

February 26, 2003

Katherine C. Morgan, Esq.
2200 PNC Center
201 E. Fifth Street
Cincinnati, Ohio 45202

Via facsimile to 651-6981

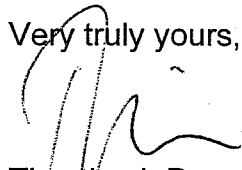
Re: Armstrong v. Cincinnati Bell Telephone

Dear Katie:

Please be advised that effective March 1, 2003 my new office location will be 2645 Erie Avenue, Suite #41, Cincinnati, Ohio 45208. The phone and fax numbers will remain the same. I will be spending February 26th through March 2nd moving my office. I hope to be up and running again on Monday, March 3rd. I expect to have the designation of counsel filed by Friday.

I am eager to talk with you about Mr. Armstrong's health insurance situation and, obviously, set a new scheduling order. I am as eager as you are to get this matter moving along and resolved, hopefully, before the fall.

Very truly yours,



Timothy J. Deardorff

TJD/jg

Soc.Sec.No. 301-50-4720

Date Printed 05/02/2003

Attachment #3

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MR HARRY ARMSTRONG
2645 ERIE AVE
SUITE 41
CINCINNATI OH 45208

GRACE PERIOD NOTICE

According to our records, we have not received payment for the Coverage you requested. The payment date due, amount and grace period is shown below. To keep this valuable coverage in effect, you must remit the full premium due before the EARLIEST End of Grace Period shown below.

Employer: Broadwing - Retiree
Division: Broadwing - Non-Flex Retiree
Status: RETIRED EMPLOYEE

Qualification Date: 01/27/2001

Eligible: Unlimited

	Coverage Date	Due Date	Bill Amount	End of Grace Period	Coverage	Carrier
MED :FF	01/01/2003	01/01/2003	25.00	03/02/2003	Family	Medica
MED :FF	02/01/2003	02/01/2003	25.00	04/02/2003	Family	Medica

			\$ 50.00			

This notice is forwarded to advise you that unless full payment is received before the end of the Earliest Grace Periods shown above your coverage will terminate as of the last paid date.

Please remit the due amount shown above immediately.

For further information, please contact:
Broadwing - Non-Flex Retiree
c/o Benefit One of America
P.O. Box 33046
St. Petersburg FL 33733-8046

Tara Norfleet
Benefit Administrator
888/862-6272x4302

Attachment #4

FROST BROWN TODD LLC

KATHERINE C. MORGAN
kmorgan@fbtlaw.com
(513) 651-6838

2200 PNC Center
201 E. Fifth Street
Cincinnati, Ohio 45202-4182
(513) 651-6800
Facsimile (513) 651-6981
www.frostbrowntodd.com

July 15, 2003

VIA FACSIMILE
& REGULAR U.S. MAIL

Timothy J. Deardorff, Esq.
2645 Erie Avenue, Suite #41
Cincinnati, Ohio 45208



Re: *Armstrong v. Cincinnati Bell Telephone*

Dear Tim:

We understand that you have been in touch with Dick Haas at Cincinnati Bell regarding Plaintiff's medical benefits. It is our understanding that you contacted Mr. Haas to request that statements and/or correspondence regarding Plaintiff's medical benefits be mailed to you instead of Plaintiff.

Please be advised that Mr. Haas is a member of Company management and may not be contacted *ex parte*. Please direct any and all future communications with Mr. Haas through me. Please feel free to call me if you have any questions or concerns.

Very truly yours,


Katherine C. Morgan 

KCM/tlb

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TIMOTHY J. DEARDORFF

2645 Erie Avenue, Suite #41
Cincinnati, Ohio 45208
tjdorff@hotmail.com

ATTORNEY-AT-LAW

(513) 872-7900
Fax (513) 281-6760

July 15, 2003

Katherine C. Morgan, Esq.
2200 PNC Center
201 E. Fifth Street
Cincinnati, Ohio 45202

Via facsimile to 651-6981
and ordinary mail

Re: Armstrong v. Cincinnati Bell Telephone

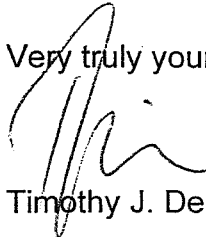
Dear Katie:

I received your facsimile of July 15th as it relates to Mr. Haas. In February of this year, I wrote to you in regard to Mr. Armstrong's health insurance situation. You and I spoke on the phone and you gave me information to contact Ms. Tara Norfleet, the benefit administrator. At that time, I was trying to resolve the health insurance situation, which both of us were eager to do. In speaking with Ms. Norfleet and her assistant, Ms. Deborah Brinkley, I was then referred to Mr. Richard Haas. Obviously, this is not an ex parte communication. You supplied me with the information or your client supplied me with the information how to get a hold of Tara Norfleet with Benefit One. As a result, that is how contact was made with Mr. Haas.

I am more than happy to let you resolve the health insurance problem, which still exists today. It seems we have come full circle since my letter of February 26, 2003 when I stated I was eager to talk to you about Mr. Armstrong's health insurance situation and setting a new scheduling order.

Therefore, please take all appropriate steps to have Mr. Haas and/or your client to see that my client receives all documents necessary so that he has health insurance, which he is entitled.

Very truly yours,



Timothy J. Deardorff

TJD/jg

cc: Harry Armstrong